

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 4	
2. Amendment/Modification No. 0001		3. Effective Date 2002OCT28		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM-ROCK ISLAND AMSTA-LC-CSC-C ELVIA JAGGERS (309)782-3271 ROCK ISLAND IL 61299-7630 EMAIL: JAGGERSE@RIA.ARMY.MIL		Code W52H09		7. Administered By (If other than Item 6) Code			
				SCD PAS ADP PT			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)				<input checked="" type="checkbox"/>		9A. Amendment Of Solicitation No. DAAE20-02-R-0046	
				<input type="checkbox"/>		9B. Dated (See Item 11) 2002OCT10	
				<input type="checkbox"/>		10A. Modification Of Contract/Order No.	
				<input type="checkbox"/>		10B. Dated (See Item 13)	
Code		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning <u>2 signed</u> copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required)							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.					
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
<p>Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</p>							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print)			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 4
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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

1. THE PURPOSE OF THIS AMENDMENT IS AS FOLLOWS:

- A. TO CORRECT PARAGRAPH I-64, "FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE II -FAR 52.209-3.
- B. TO CORRECT SECTION F - NARRATIVE PARAGRAPH 1.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 002 ***

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE
SECTION F- DELIVERIES AND PRODUCTION QUANTITY INFORMATION

1. ALL DELIVERY ORDERS WILL BE ISSUED UNILATERALLY BY THE GOVERNMENT WITH FIRM DELIVERY DATES ON A FOB DESTINATION BASI. THE FIRST ARTICLE TEST REPORT SHALL BE SHIPPED TO:

TACOM-RI/CONTRACTING OFFICER
AMSTA-LC-CSC-C
ROCK ISLAND ARSENAL
ROCK ISLAND, IL 61299-7630

2. ALL PRODUCTION DELIVERIES SHALL BE SHIPPED TO EITHER

W25GIU, DDSP NEW CUMBERLAND FACILITY OR
W62G2T, XU DEFENSE DISTRIBUTION DEPOT, SAN, JOAQUIN

3. DELIVERIES WILL AS FOLLOWS:

A. IF FATR IS REQUIRED THEN THE REPORT SHALL BE SUBMITTED NO LATER THAN 158 DAYS AFTER DATE OF CONTRACT AWARD.

B. PRODUCTION QUANTITIES WITH FIRST ARTICLE SHALL COMMENCE NO LATER THAN 126 DAYS AFTER DATE OF FATR APPROVAL.

C. PRODUCTION QUANTITIES WITHOUT FIRST ARTICLE SHALL COMMENCE NO LATER THAN 194 DAYS AFTER DATE OF CONTRACT AWARD.

NOTE: IF TWO (2) AWARDS ARE MADE, EACH SUCCESSFUL OFFEROR WILL BE REQUIRED TO DELIVER A MINIMUM OF 100 EACH, M2 BOLT ASSEMBLIES PER MONTH. HOWEVER, IF ONLY ONE AWARD IS MADE, THE SUCCESSFUL OFFEROR WILL BE REQUIRED TO DELIVER A MINIMUM OF 200 EACH, M2 BOLT ASSEMBLIES PER MONTH.

D. DELIVERY OF FUTURE SUBSEQUENT ORDERS, IF ANY, SHALL COMMENCE NO LATER THAN 194 DAYS AFTER DELIVERY ORDER ISSUANCE. EARLIER DELIVERIES MAY BE REQUIRED.

4. ACCELERATED DELIVERIES ARE ACCEPTABLE TO THE GOVERNMENT AT NO ADDITIONAL COST TO EITHER PARTY.

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Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

Status	Regulatory Cite	Title	Date
I-1 CHANGED 52.209-3	II	FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE	JAN/1997

(a) The Contractor shall test * unit(s) of Lot/Item * as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 158 calendar days from the date of this contract to AMSTA-AR-QAW-C/D. WOLFRAM, ROCK ISLAND, ILLINOIS 61299 marked ''FIRST ARTICLE TEST REPORT: Contract No.____,Lot/Item No.____.'' Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

* (See instructions regarding submission of First Article clause)

** (See Schedule B)

(End of Clause)

(IF7116)